

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 86 OF 2024

Ald Automotive Private Ltd.

...Applicant

Vs.

Vaishali Transcarriers Private Limited

...Respondent

Adv. S. Das i/by J. Sagar Associates for the Applicant.

CORAM : ARIF S. DOCTOR, J.

DATE : 17TH OCTOBER, 2024

P.C.:-

1. This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator in respect of the disputes and differences that have arisen between the parties under the Master Lease Agreement dated 14th July, 2018.

2. Learned Counsel for the Applicant invites my attention to the notice invoking arbitration dated 24th August, 2023. He points out that there is no response to the said notice.

3. I have noticed that the Respondent has entered appearance, however, none appeared on behalf of the Respondent today. Even otherwise I find

from what is placed before me that there is an arbitration agreement and the same has been duly invoked. Thus, given the well settled position in law, I deem it fit to appoint an Arbitrator. Therefore, I appoint Ms. Arti Raghavan, Advocate of this Court to act as an Arbitrator in respect of the disputes and differences between the parties.

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Ms. Arti Raghavan is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.
- (b) Communication to Arbitrator of this order:**
 - (i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Applicant within one week from the date this order is uploaded.
 - (ii) The Advocates for the Applicant will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator/s Ms. Arti Raghavan

Address 205, Arcadia Building, NCPA
Marg, Nariman Point, Mumbai
400 021.

Mobile 9004431865

Email raghavan.arti1@gmail.com

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Applicant will arrange to file the original statement in the Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.
- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.
- (f) **Interim Application/s:**
 - (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
 - (ii) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.
- (g) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

- (h) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
- (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
- (j) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.

4. The application is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)